

This page is a reference page used to track documents internally for the Division of Oil, Gas and Mining

Mine Permit Number 5104910059 Mine Name MOSS ROCK MINING
Operator _____ Date Sent Nov 17 2014
TO _____ FROM _____

☐ CONFIDENTIAL ☒ BOND CLOSURE ☐ LARGE MAPS ☐ EXPANDABLE
☐ MULTIPUL DOCUMENT TRACKING SHEET ☐ NEW APPROVED NOI
☐ AMENDMENT ☐ OTHER _____

Description YEAR-Record Number

☐ NOI ☐ Incoming ☒ Outgoing ☐ Internal ☐ Superceded
Notice of File Closure 2014 - 1117 2014

☐ NOI ☐ Incoming ☐ Outgoing ☒ Internal ☐ Superceded
Bond File 2014 - 1117 2014

CONFIDENTIAL

☐ NOI ☐ Incoming ☐ Outgoing ☒ Internal ☐ Superceded
Bond File 2014 - 1117 2014

☐ NOI ☐ Incoming ☐ Outgoing ☐ Internal ☐ Superceded

☐ TEXT/ 81/2 X 11 MAP PAGES ☐ 11 X 17 MAPS ☐ LARGE MAP

COMMENTS: _____

CC: _____

50490059

110061987

Account Number: [REDACTED]
Account Name: UST - OGM - Moss Rock Products LLC
Tran #: 20044425
Admin Name: Raylyn Daniel - UST 801-844-8523
Date: 11/07/2014

This check constitutes payment of the following:

Escrow Disbursements
partial release of acct # [REDACTED]

Paid For:

Amount: **\$3,500.00**

110061987

Payee:

OGM - Moss Rock Products LLC
c/o UST
350 N State st, Ste 180
PO Box 142315
Salt Lake City UT 84114-2315

HARLAND CLARKE M17873 40092654

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW

OFFICIAL CHECK

110061987

Zions First National Bank
Salt Lake City, Utah
801-844-7089

UST - OGM - Moss Rock Products LLC

Trust Account

11/7/2014

\$3,500.00*

Three Thousand Five Hundred Dollars & 00/100

Pay to the Order Of:

OGM - Moss Rock Products LLC
c/o UST
350 N State st, Ste 180
PO Box 142315
Salt Lake City UT 84114-2315



Details on Back.

Security Features Included.



STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940

RECEIVED

OCT 23 2006

Div. of Oil, Gas & Mining

---ooOoo---

SMALL MINE RECLAMATION CONTRACT

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between **Moss Rock Products LLC** the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. **M/049/059** which the Operator has filed with the Division and has been determined by the Division to be complete (Complete NOI) as required by the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (2005, as amended) (hereinafter referred to as "Act") and the regulations adopted pursuant to the Act; and

WHEREAS, Operator is obligated to reclaim the lands affected by the mining operations in accordance with the Act and the regulations, and is obligated to provide a surety in a form and amount approved by the Division or the Board of Oil, Gas and Mining (Board) to assure reclamation of the lands affected by the mining operations.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to promptly reclaim in accordance with the requirements of the Act and applicable regulations, as they may be amended, all of the lands affected by the mining operations conducted or to be conducted pursuant to a Complete Notice of Intention.
2. The Lands Affected by the mining operations and subject to the requirements of the Act and this Contract include:
 - A. All surface and subsurface areas affected or to be affected by the mining operations including but not limited to private on-site ways, roads, railroads; land excavations; drill sites and

workings; refuse banks or spoil piles; evaporation or settling ponds; stockpiles; leaching dumps; placer areas; tailings ponds or dumps; work, parking, storage, and waste discharge areas, structures, and facilities; and

- B. All mining disturbances regardless of discrepancies in the map and legal description, unless explicitly and clearly identified as EXCLUDED on maps, and legal descriptions included in the Complete NOI; provided lands may be excluded only if: (1) they were disturbed by mining operations that ceased prior to July 1, 1977; (2) the lands would be included but have been reclaimed in accordance with a complete notice or reclamation plan; or (3) the lands were disturbed by a prior operation for which there is no surety, no legally responsible entity or person, and which lands are not necessarily or incidentally intended to be affected by the mining operations as described in the Complete NOI.
- 3. The Operator shall be responsible for reclamation of all such Lands Affected regardless of errors or discrepancies in the maps or legal descriptions provided with the NOI which are intended to assist in determining the location of the mining operations, to describe the areas of disturbance, and to assist estimating the amount of surety required.
- 4. The Operator prior to commencement of any mining operations and as a precondition to the rights under the Notice of Intention shall provide a surety in a form permitted by the Act and in an amount sufficient to assure that reclamation of the Lands Affected will be completed as required by the Act. The Surety shall remain in full force and effect according to its terms unless modified by the Division in writing. A copy of the agreement providing for the Surety for the reclamation obligations herein is included as **ATTACHMENT A** to this Contract.
- 5. If the Surety expressly provides for cancellation or termination for non-renewal:
 - A. The Operator shall within 60 days following the Division's receipt of notice that the Surety will be terminated or cancelled, provide a replacement Surety sufficient in a form and amount, as required by the Act, to replace the cancelled surety; or
 - B. If the Operator fails to provide an acceptable replacement Surety within 60 days of notice of cancellation or termination, the Division may order the Operator to cease further mining activities, and without further notice proceed to draw upon letters of credit, to withdraw any amounts in certificates of deposit or cash and/or any other forms of surety, and to otherwise take such action as may be necessary to secure the rights of the Division to perfect its claim on the existing surety

☒ APPROVED

for the purpose of fully satisfying all of the reclamation obligations incurred by the Operator prior to the date of termination, and the Division may thereafter require the Operator to begin immediate reclamation of the Lands Affected by the mining operations, and may, if necessary, proceed to take such further actions as may be required for the Division to forfeit the surety for the purpose of reclaiming the Lands Affected.

6. The Operator's liability under this Contract shall continue in full force and effect until the Division finds that the Operator has reclaimed the Lands Affected by mining operations in accordance with the Act and regulations, as amended. If the mining operations are modified or for any other reason vary from those described in the Complete Notice of Intention, the Operator shall immediately advise the Division, and the Notice of Intention shall be revised and the Surety amount shall be adjusted as necessary.
7. If reclamation of a substantial phase or segment of the Lands Affected by the mining operations is completed to the satisfaction of the Division, and the Division finds that such substantial phases or segments are severable from the remainder of the mining area, Operator may request the Division to find that Operator has reclaimed such area. If the Division makes such finding, Operator may make request to the Division for a reduction in the aggregate face amount of the Surety, and the Division may reduce the surety to an amount necessary to complete reclamation of the remaining mining operations as anticipated by the Complete Notice of Intention in accordance with the requirements of the Act and regulations, as amended.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the applicable rules.
9. Operator agrees to pay all legally determined public liability and property damage claims resulting from mining operations, to pay all permit fees, to maintain suitable records, to file all required reports, to permit reasonable inspections, and to fulfill all sundry reporting requirements applicable to the mine as required by the Act and implementing rules.
10. Operator agrees to indemnify and hold harmless the State, Board, and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
11. If Operator shall default in the performance of its obligations hereunder, Operator shall be liable for all damages resulting from the breach hereof including all costs, expenses, and reasonable attorney's fees incurred by the Division and/or the Board in the enforcement of this Contract.

AS

☒ APPROVED

12. Any breach of a material provision of this Contract by Operator may, at the discretion of the Division, in addition to other remedies available to it, result in an order by the Division requiring the Operator to cease mining operations, and may thereafter result in an Order, subject to an opportunity for notice and hearing before the Board, withdrawing and revoking the Notice of Intention, and requiring immediate reclamation by the Operator of the Lands Affected or forfeiture of the Surety.
13. In the event of forfeiture of the Surety, Operator shall be liable for any additional costs in excess of the surety amount that is required to comply with this Contract. Upon completion of the reclamation of all of the Lands Affected, any excess monies resulting from forfeiture of the Surety shall be returned to the rightful claimant.
14. The Operator shall notify the Division immediately of any changes in the Operator's registered agent, the Operator's address, form of business, name of business, significant changes in ownership, and other pertinent changes in the information required as part of the Notice of Intention. Notwithstanding this requirement, any changes to the Notice of Intention, and any errors, omissions, or failures to fully or accurately complete or update the information on the Notice of Intention, or the attached maps, shall not affect the validity of this Contract and the rights of the Division to enforce its terms.
15. If requested by the Division, the Operator shall execute addendums to this Contract to add or substitute parties, or to reflect changes in the Operator, Surety, and otherwise modify the Contract to reflect changes in the mining operations as requested by the Division. All modifications must be in writing and signed by the parties, and no verbal agreements, or modifications in any of the terms or conditions shall be enforceable.
16. This Contract shall be governed and construed in accordance with the laws of the State of Utah.

AS

The signatory below represents that the Operator, if not a natural person, is a properly organized entity in good standing under the laws of Utah and the United States, is registered as an entity authorized to do business in the State of Utah, and that he/she is authorized to execute this Contract on behalf of the entity as Operator.

OPERATOR:

Moss Rock Products, LLC
Operator Name

By A. Vern Tharp, Jr.
Authorized Officer (Typed or Printed)

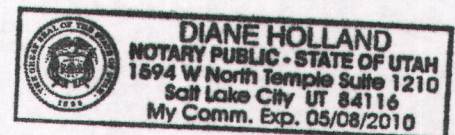
MANAGER
Authorized Officer - Position

[Signature] 23 OCT 06
Officer's Signature Date

STATE OF Utah)
COUNTY OF Salt Lake) ss:

On the 23rd day of October, 2006, A. Vern Tharp, Jr. personally appeared before me, who being by me duly sworn did say that he/she is an Manager (owner, officer, director, partner, agent or other (specify)) of the Operator Moss Rock Products, LLC and duly acknowledged that said instrument was signed on behalf of said Operator by authority of its bylaws, a resolution of its board of directors or as may otherwise be required to execute the same with full authority and to be bound hereby.

Diane Holland
Notary Public
Residing at Salt Lake City Utah
05/08/2010
My Commission Expires:



☒ APPROVED

DIVISION OF OIL, GAS AND MINING:

By John R. Baza
John R. Baza, Director

10/24/2006
Date

STATE OF Utah)
COUNTY OF Salt Lake) ss:

On the 24th day of October, 2006, John R. Baza
personally appeared before me, who being duly sworn did say that he, the said
John R. Baza is the Director of the Division of Oil, Gas and Mining,
Department of Natural Resources, State of Utah, and he duly acknowledged to me that
he executed the foregoing document by authority of law on behalf of the State of Utah.



Diane Holland
Notary Public
Residing at: Salt Lake City, Utah

05-08-2010
My Commission Expires:

☒ APPROVED

FACT SHEET

Commodity: SURFACE ROCK
Mine Name: Moss Rock Mining
County: Utah
Disturbed Acres: 5

RECEIVED
OCT 23 2006
Div. of Oil, Gas & Mining

Operator Name: Moss Rock Products LLC
Operator address: 5040 ACOMA ST DENVER CO 80216
Operator telephone: 303-324-7623 (cell)

Contact: A. Vern Tharp
Operator email: vtharp@aol.com

Surety: Cash
Bank Name: Zions Bank
Surety Amount: \$3,500.00
Account number: to be issued, attachment A
Contact: Beth Ericksen, Division of Oil Gas and Mining, 801 538 5318
Email: bethericksen@utah.gov

Tax ID number: _____

JS



EDWARD T. ALTER, CPA
STATE TREASURER

STATE OF UTAH

OFFICE OF STATE TREASURER
E315 STATE CAPITOL COMPLEX
P. O. Box 142315

SALT LAKE CITY, UTAH 84114-2315

TEL: (801) 538-1042
FAX: (801) 538-1465
TDD: (801) 538-1042

ROBERT C. KIRK
CHIEF DEPUTY STATE TREASURER

CHRISTINE M. BRANDT
STATE INVESTMENT OFFICER

December 15, 2006

Ms. Beth Ericksen
Division of Oil, Gas & Mining
1594 W North Temple, Suite 1210
PO Box 145801
Salt Lake City, UT 84114

Dear Ms. Ericksen:

I hereby certify that as of November 3, 2006, Moss Rock Products LLC has deposited with the Utah State Treasurer cash or securities valued at \$3,500.00 and described as follows:

Interest bearing escrow account held at Zions First National Bank

The above described securities have been deposited and assigned to the Utah State Treasurer as a Reclamation Surety as required by Section 40-8-14 Utah Code Annotated, and will be held by the Utah State Treasurer until release is requested by the Division of Oil, Gas & Mining.

Sincerely,

Coleen Hackwell
Financial Analyst

☒ APPROVED

Attachment A
S/049/059
Moss Rock Mining
\$3,500.00



OFFICIAL CHECK

No. 516384482

16-4220
1220

DATE: OCTOBER 23, 2006

PAY

THREE THOUSAND FIVE HUNDRED DOLLARS AND 00 CENTS

\$ 3,500.00

TO THE
ORDER OF: UTAH DOGM

PURPOSE/REMITTER: RECLAMATION SURETY M/049/059

Location: 13901

Issued By Travelers Express Company, Inc. P.O. Box 9476, Minneapolis, MN 55480
Drawee: Preferred Bank Los Angeles, CA
AUTHORIZED SIGNATURE*original check given to Duke Bailey*

RECEIVED

OCT 23 2006

DIV. OF OIL, GAS & MINING



Beth

JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

October 25, 2006

State of Utah
Department of
Natural Resources

MICHAEL R. STYLER
Executive Director

Division of
Oil, Gas & Mining

JOHN R. BAZA
Division Director

Mr. Vern Tharp, Manager
Moss Rock Products, LLC
5040 Acoma Street
Denver, Colorado 80216

Subject: Permit to Commence Small Mining Operations, Moss Rock Products LLC,
Moss Rock Mining, Task 1591, M/049/059, Utah County, Utah

Dear Mr. Tharp:

The Division finds your notice of intention (Notice) complete and approves the reclamation surety for the Moss Rock Mining project. You are now permitted to conduct small mining operations as outlined in the Notice.

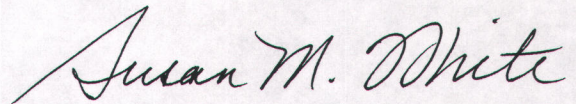
Please keep in mind the following regulatory requirements.

- The Division must be notified no later than 30 days after beginning mining operations.
- Mining disturbance is only allowed in the area identified in the Notice and Reclamation Contract.
- Stockpiling topsoil material prior to beginning activities will help ensure successful revegetation. Even the first few inches of undeveloped material are worth saving to aid in later revegetation efforts, and future regulatory surety release.
- If you encounter any archaeological or historical items, you are asked to notify this office and State History of your find.
- Permit fees are due July 30.
- Annual reports are due by December 31st.
- The reclamation surety will be reviewed every 3 years.
- The Division request that the disturbed area boundary (including assess/haul roads) be marked with metal T-posts to identify the area permitted for mining.

Page 2 of 2
Moss Rock Products, LLC
M/049/059
October 25, 2006

The Division's web page at <http://ogm.utah.gov/> under the Mining Program has a link to the rules you are expected to operate under and other information to assist you in complying with program requirements. Thank you for your cooperation. In reply, please refer to file number M/049/059. If you have questions or concerns regarding this letter, please contact me at (801) 538-5258. Best wishes with your mining venture.

Sincerely,



Susan M. White
Mine Program Coordinator
Minerals Regulatory Program

SMW:BE:pb

Enclosure: Copy of executed small mine reclamation contract

cc: Utah County, Peggy Kelsey, ucadm.peggy@state.ut.us (w/enc)
Lynn Kunzler, DOGM
Beth Ericksen, DOGM

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State of Utah

Department of Natural Resources

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas & Mining

JOHN R. BAZA
Division Director

JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

October 23, 2006

Vern Tharp
Moss Rock Products, LLC
5040 Acoma Street
Denver, CO 80216

Subject: Complete Notice of Intention to Conduct Mining Operations, Moss Rock Products, LLC., Moss Rock Mining Operations, M0490059, Task ID# 1591, Utah County, Utah

Dear Mr. Tharp:

The Division received your Notice of Intent on October 10, 2006, concerning your proposed Moss Rock Mining Operations in Utah County. The Division finds your Notice complete with the following conditions:

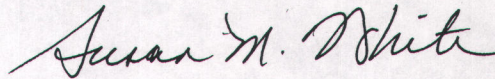
1. Reclamation Surety: You may not commence mining operations until the Division has approved your reclamation surety and signed a reclamation contract. The reclamation surety is determined to be \$3,500.00 No mining related disturbance can be created until the surety is received and approved, and you have received written acceptance from this office.
2. Cultural resources. If, during your operations, you encounter cultural resources, you are required to immediately cease operations and notify the Division and the Division of State History.
3. When you met with the Division on October 13, 2006 you indicated that you would provide a revised map with a clear legend, scale, and north arrow. This map needs to be provided prior to final approval.

As discussed with you via phone on October 20, 2006, you intend to post a cash bond in the amount of \$3,500.00. Please contact Beth Ericksen at (801) 538-5318 or e-mail bethericksen@utah.gov to obtain the current forms.

Vern Tharp
Page 2 of 2
M0490059
October 23, 2006

Thank you for your cooperation to help finalize this permitting action. In reply, please refer to file number M0490059.

Sincerely,

A handwritten signature in cursive script that reads "Susan M. White".

Susan M. White
Mining Program Coordinator
Minerals Regulatory Program

SMW:PBB:pb

cc: Peggy Kelsey, Utah County
Beth Ericksen, DOGM

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